

1 BROWN RUDNICK LLP
David J. Molton (SBN 262075)
2 (DMolton@brownrudnick.com)
Eric R. Goodman (admitted pro hac vice)
3 (EGoodman@brownrudnick.com)
Seven Times Square
4 New York, New York 10036
Telephone: (212) 209-4800
5 Facsimile: (212) 209-4801

6 BROWN RUDNICK LLP
Joel S. Miliband (SBN 077438)
7 (JMiliband@brownrudnick.com)
2211 Michelson Drive, Seventh Floor
8 Irvine, California 92612
Telephone: (949) 752-7100
9 Facsimile: (949) 252-1514

10 *Attorneys for Fire Victim Trustee*

11
12 **UNITED STATES BANKRUPTCY COURT**
13 **NORTHERN DISTRICT OF CALIFORNIA**
14 **SAN FRANCISCO DIVISION**

15 **In re:**

16 **PG&E CORPORATION**

17 **-and-**

18 **PACIFIC GAS AND ELECTRIC**
19 **COMPANY,**

20 **Debtors.**

- 21 ☐ Affects PG&E Corporation
22 ☐ Affects Pacific Gas and Electric Company
23 ☒ Affects both Debtors

24 **All papers shall be filed in the Lead Case,*
25 *No. 19-30088 (DM)*

Bankruptcy Case
No. 19-30088 (DM)

Chapter 11
(Lead Case)
(Jointly Administered)

**EX PARTE MOTION OF THE FIRE
VICTIM TRUSTEE PURSUANT TO
FEDERAL RULE OF BANKRUPTCY
PROCEDURE 2004 FOR ENTRY OF AN
ORDER AUTHORIZING SERVICE OF
SUBPOENAS ON THE SUBROGATION
WILDFIRE TRUST, SUBROGATION
WILDFIRE CLAIMANTS, AND
INSURERS WITH CLAIM FILES**

[No Hearing Required Per L.B.R 2004-1(a)]

1 The Honorable John K. Trotter (Ret.), in his capacity as the Fire Victim Trustee
2 (the “**Trustee**”), by and through his undersigned counsel, hereby submits this *Ex Parte* Motion
3 Pursuant Federal Rule of Bankruptcy Procedure 2004 and Local Bankruptcy Rule 2004-1(a) for
4 Entry of an Order Authorizing the Service of Subpoenas (the “**Motion**”) on the Subrogation
5 Wildfire Trust,¹ the holders of Subrogation Wildfire Claims, and any insurer that has claim files
6 and claims-related documents for insured fire victims² so that the Trustee can administer, process,
7 settle, resolve, liquidate, satisfy, and pay Fire Victim Claims in accordance with the Plan, the
8 Confirmation Order, the Fire Victim Trust Agreement and the Fire Victim Claims Resolution
9 Procedures (the “**CRP**”). The Trustee requests that the Court enter an order (*see* **Exhibit A**
10 (proposed order)) authorizing service of subpoenas in the form attached hereto as **Exhibit B**. In
11 support of this relief, the Trustee respectfully states as follows.

12 **JURISDICTION**

13 This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334,
14 the Order Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges, General Order 24
15 (N.D. Cal.), Rule 2004 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”),
16 Rule 2004-1(a) of the Bankruptcy Local Rules for the United States District Court for the Northern
17 District of California (the “**Bankruptcy Local Rules**”), Paragraph 18 and Paragraph 78 of the
18 Confirmation Order, Section 6.7 and Section 11.1 of the Plan, and Section 1.6 and Section 8.20 of
19 the Fire Victim Trust Agreement.

20

21 ¹ Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the
22 Debtors’ and Shareholder Proponents’ Joint Chapter 11 Plan of Reorganization dated June 19, 2020 [Dkt.
No. 8048] (the “**Plan**”).

23 ² Most of insurers who are in possession, custody or control of the claim files and claims-related documents
24 that the Fire Victim Trust requires are holders of Subrogation Wildfire Claims. Due to claims trading
25 activity that occurred prior to and after PG&E’s bankruptcy filing, it is possible that certain insurance
26 companies that possess claim files and claim-related documents are no longer holders of Subrogation
27 Wildfire Claims. Because the Fire Victim Trust requires a complete disclosure of insurance information, the
28 relief sought herein is intended to include all insurance companies that have claim files and claim-related
documents regardless of whether they currently hold Subrogation Wildfire Claims. For the avoidance of
doubt, the Fire Victim Trust does not anticipate serving subpoenas on holders of Subrogation Wildfire
Claims that were never parties to policies of insurance with fire victims and, therefore, do not possess any
claim files or claim-related documents.

1 Under Section 11.1(u) of the Plan, the Court retained jurisdiction “[t]o hear and determine
2 disputes arising in connection with or related to the interpretation, implementation, or enforcement
3 of the Plan, the Confirmation Order, any transactions or payments contemplated herein, or any
4 agreement, instrument, or other document governing or relating to any of the foregoing,” “[t]o take
5 any action and issue such orders as may be necessary to construe, enforce, implement, execute, and
6 consummate the Plan or to maintain the integrity of the Plan following consummation,” “[t]o hear
7 and determine any rights, claims, or Causes of Action held by or accruing to ... the Fire Victim
8 Trust pursuant to the Bankruptcy Code or any federal or state statute or legal theory,” and “[t]o
9 hear and determine any dispute involving the Wildfire Trusts, including but not limited to the
10 interpretation of the Wildfire Trust Agreements.” Plan at § 11.1(i), (k), (t) & (u).³

11 Section 1.6 of the Fire Victim Trust Agreement provides that the “Bankruptcy Court shall
12 have exclusive jurisdiction with respect to any action relating to or arising out of the [Fire Victim]
13 Trust.” Section 8.20 of the Fire Victim Trust Agreement provides that the “provisions of the Trust
14 Documents shall be enforced by the [Bankruptcy Court].” This is a core proceeding pursuant to
15 28 U.S.C. § 157(b). Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

16 **BACKGROUND**

17 On January 29, 2019 (the “**Petition Date**”), PG&E Corporation (“**PG&E Corp.**”) and
18 Pacific Gas and Electric Company (“**Utility**”), as debtors and debtors in possession (collectively,
19 “**PG&E**” or the “**Debtors**”), commenced with the Court voluntary cases under chapter 11 of the
20 Bankruptcy Code (the “**Chapter 11 Cases**”). On February 12, 2019, the United States Trustee
21

22 ³ Under Section 11.1 of the Plan, the Court also retained “jurisdiction ... of all matters arising under, arising
23 out of, or related to the Chapter 11 Cases and the Plan pursuant to, and for the purposes of, sections 105(a)
24 and 1142 of the Bankruptcy Code and for, among other things, the following purposes: ... (c) [t]o ensure
25 that distributions to holders of Allowed Claims are accomplished as provided herein; (d) [t]o consider
26 Claims or the allowance, classification, priority, compromise, estimation, or payment of any Claim,
27 including any Administrative Expense Claims; ... (m) [t]o determine such other matters and for such other
28 purposes as may be provided in the Confirmation Order; ... (p) [t]o hear and determine any other matters
related hereto and not inconsistent with the Bankruptcy Code and title 28 of the United States Code; ... (r)
[t]o determine any other matters or adjudicate any disputes that may arise in connection with or are related
to the Plan, the Disclosure Statement, the Confirmation Order, the Plan Supplement, or any document
related to the foregoing ... (v) [t]o hear any other matter not inconsistent with the Bankruptcy Code.”

1 appointed the Official Committee of Unsecured Creditors (the “**Creditors Committee**”). On
2 February 15, 2019, the United States Trustee appointed an Official Committee of Tort Claimants
3 (the “**TCC**”). Pursuant to the Confirmation Order entered by this Court on June 20, 2020, PG&E’s
4 Plan was approved and confirmed under section 1129 of the Bankruptcy Code.

5 **The Fire Victim Trust Is Established**

6 On the Plan’s Effective Date, the Fire Victim Trust was established to administer, process,
7 settle, resolve, liquidate, satisfy, and pay Fire Victim Claims in accordance with Section 6.7(a) of
8 the Plan, Paragraph 18(a) of the Confirmation Order, the Fire Victim Trust Agreement and the
9 CRP. This is one of the stated purposes of the Fire Victim Trust.

10 Pursuant to Section 6.8(a) of the Plan, the Trustee’s powers and duties include those
11 responsibilities “as may be necessary or proper to (i) make distributions to holders of Fire Victim
12 Claims in accordance with the terms of the Plan and the Fire Victim Trust Agreement and (ii) carry
13 out the provisions of the Plan relating to the Fire Victim Trust and the Fire Victim Claims ...”
14 Section 6.8(b) of the Plan vests the Trustee with “the authority and power ... to ... (i) administer,
15 object to or settle Fire Victim Claims” and “(ii) make distributions to holders of Fire Victim Claims
16 in accordance with the terms of the Plan and the Fire Victim Trust Agreement.”

17 Over 80,000 Fire Victim Claims were filed in the Chapter 11 Cases. The Trustee, who is
18 empowered and authorized to administer the Fire Victim Trust under the Plan, the Confirmation
19 Order, the Fire Victim Trust Agreement and the CRP, has begun the process of administering these
20 Fire Victim Claims so that the victims of the wildfires caused by PG&E can receive compensation.

21 **Claim Determinations Require Reductions for Insurance Recoveries**

22 Under Section I of the CRP, Fire Victim Claims are determined in accordance with
23 California law. California law requires the Trustee to reduce all Fire Victim Claims by insurance
24 payments received by the holders of Fire Victim Claims. *See Garbell v. Conejo Hardwoods, Inc.*,
25 193 Cal. App. 4th 1563, 122 Cal. Rptr. 3d 856 (Cal. Ct. App. 2011); *Ferraro v. Southern Cal. Gas*
26 *Co.*, 102 Cal. App. 3d 33, 162 Cal. Rptr. 238 (Cal. Ct. App. 1980), disapproved on other grounds as
27 stated in *Goodman v. Lozano*, 47 Cal. 4th 1327, 104 Cal. Rptr. 3d 219 (Cal. 2010).

1 This insurance reduction is also set forth in Section 6.7(a) of the Plan—“Fire Victim Trust
2 may receive a credit against the Fire Victim Claim of any such holder, its predecessor, successor, or
3 assignee, for insurance coverage amounts as provided in the Fire Victim Trust Agreement”—and
4 Section 2.6 of the Fire Victim Trust Agreement—“amount in which such Covered Fire Victim
5 Claim may be Approved pursuant to the CRP shall be reduced on a dollar-for-dollars basis by all
6 insurance recoveries available to the Fire Victim on account of such damages or losses.”
7 Paragraph 18(i) of the Confirmation Order approved “the process for assessing future offsets for
8 available insurance recoveries set forth in Section 2.6 of the Fire Victim Trust Agreement” in all
9 respects.⁴

10 Under the Court’s Bar Date Order [Dkt. No. 2806], subrogation claims (a/k/a Subrogation
11 Wildfire Claims under the Plan) filed in the Debtors’ bankruptcy cases include amounts “paid or
12 *reserved* for damages or losses resulting from a wildfire.” See Bar Date Order at A-3 (emphasis
13 added). When the Debtors came before the Court seeking the approval of the Subrogation Claims
14 RSA in September of 2019, the Debtors alleged that \$15 billion in payments had been made by
15 insurers to fire victims and that an additional \$5.7 billion was held in *reserve*. See Dkt. No. 3992
16 at 22. This \$5.7 billion reserve reflects payments that have been, should be or will be made by
17 holders Subrogation Wildfire Claims to fire victims.

18 In order to administer, process, settle, resolve, liquidate, satisfy, and pay Fire Victim Claims
19 in accordance with the Plan, the Confirmation Order, the Fire Victim Trust Agreement and the
20 CRP, the Trustee must know the amount of insurance proceeds paid to the holder of each Fire
21 Victim Claim *and* the amount of insurance proceeds available to the holder of each Fire Victim
22 Claim under his, her or its policy or policies of insurance.

23 ⁴ The appeal pending before the District Court (Case No. 4:20-cv-054140-HSG) regarding the application
24 of Section 2.6 of the Fire Victim Trust Agreement will not change the Trustee’s need for insurance
25 information. Adventist Health, Paradise Unified School District, and Comcast (the “**Appellants**”) have
26 conceded that their Fire Victim Claims must be reduced under California law by insurance payments
27 actually received by them. The Appellants have also conceded that a reduction in claim amount for future
28 insurance recoveries that are actually received must also be taken into account so that no fire victim enjoys a
double recovery. The Appellants have argued that the pending appeal should only impact the allowance of
their claims and not the claims of other fire victims. This appeal will not impact the Trustee’s need for the
insurance information requested herein even if the Appellants are somehow successful.

1 **Disclosure of Insurance Information Needed to Comply with the Plan**

2 The Trustee has attempted to obtain insurance information from certain insurers and the
3 Subrogation Wildfire Trust without success. While the Subrogation Wildfire Trust has information
4 regarding amounts paid by insurers to fire victims, it does not have information regarding policy
5 limits or amounts that remain available to fire victims under their insurance policies. The Trustee
6 requires a complete disclosure of insurance information in order to comply with the Plan, the
7 Confirmation Order, the Fire Victim Trust Agreement and the CRP.

8 **An Existing Protective Order Covers Claim Information Produced to the Trustee**

9 The Trustee agrees that the insurance information provided to the Fire Victim Trust should
10 be kept secured and confidential. On April 3, 2020, the Court entered a *Stipulated Confidentiality*
11 *and Protective Order and Agreement on the Production of Certain Insurance Information* [Dkt.
12 Nos. 6597 & 6622] (the “**Protective Order**”) pursuant to which the Trustee agreed to implement
13 and adhere to confidentiality and protective provisions and procedures for the production of claim
14 files containing information relating to insurance coverage, insurance claims, and insurance
15 payments in connection with the Fire Claims arising from the wildfires (the “**Claim Files**”).

16 Under these procedures, BrownGreer PLC (“**BrownGreer**”) established an electronic
17 repository for holding electronic copies of the Claim Files (the “**Review Repository**”) for review
18 by (i) the counsel representing the insured claimants (the “**Insureds’ Counsel**”), and (ii) insured
19 claimants who are not known to be represented by counsel (the “**Unrepresented**”). Protective
20 Order [Dkt. No. 6597] at ¶¶ 1 & 2. Access to the Review Repository is restricted to the Insureds’
21 Counsel and Unrepresented so they can review their clients’ Claim Files or their own Claim Files,
22 as the case may be, and apply redactions for privileged information, if any. *Id.* at ¶ 3.

23 Once reviewed, the Claim Files are placed in a second electronic repository (the “**Holding**
24 **Repository**”) where they can be reviewed by the Trustee and professionals working under the
25 Trustee’s direction (the “**Trustee Professionals**”). *Id.* at ¶¶ 4 & 5. These procedures ensure that
26 Insureds’ Counsel may only access their clients’ Claim Files, Unrepresented may only access their
27 own Claim Files, and the Trustee and the Trustee Professionals may access the Claim Files after
28 they are reviewed for privileged information.

1 BrownGreer designed the Repositories to include physical and software security measures
2 commonly used in the electronic data management field to protect and secure the Claim Files,
3 restrict access so that only the Insureds' Counsel, Unrepresented, the Trustee and the Trustee
4 Professionals may access the Claim Files, and limits access by the Insureds' Counsel and
5 Unrepresented to their own or their clients' Claim Files. *Id.* at ¶ 5.

6 In the Protective Order, the Court found that a "compelling need" exists for the transmission
7 of the Claim Files that "outweighs any concern that may exist" about the disclosure of protected
8 information. *Id.* at ¶ 8; *see* Dkt. No. 6622 at ¶ 1.

9 A Court-approved system is already in place to review the Claim Files. And, the process
10 was agreed to by the Ad Hoc Group of Subrogation Claim Holders. *See* Dkt. No. 6597 at p. 1.

11 The *major obstacle* now is obtaining the Claim Files from the parties that currently have
12 possession, custody or control over the insurance information needed to properly administer the
13 Fire Victim Trust and make distributions to fire victims. The Trustee's interest is limited to
14 obtaining and using insurance information for the purpose of complying with the Plan, the
15 Confirmation Order, the Fire Victim Trust Agreement and the CRP.

16 **Insureds' Right to Insurance Information Under California Law**

17 Insurers do not have the absolute right to refuse to produce the insurance information.
18 Section 2071 of California's Insurance Code provides that an insurer "shall provide" an insured
19 with copies of all non-privileged "claim-related documents" within fifteen (15) calendar days of
20 receiving a request from the insured. Cal. Ins. Code § 2071 (West 2020).

21 For purpose of this section and this Motion, the term "claim-related documents" means all
22 non-privileged "documents that relate to the evaluation of damages, including, but not limited to,
23 repair and replacement estimates and bids, appraisals, scopes of loss, drawings, plans, reports,
24 third-party findings on the amount of loss, covered damages, and cost of repairs, and all other
25 valuation, measurement, and loss adjustment calculations of the amount of loss, covered damage,
26 and cost of repairs." *Id.* The Trustee needs access to claims-related documents that insurers are
27 required under California law to provide to their insureds upon request.

28

1 **Trustee's Lack of Access to Insurance Information**

2 The Trustee came into these Chapter 11 Cases after the Subrogation RSA and the Tort
3 Claimants RSA were negotiated and approved. While this Court has entered a series of Orders that
4 putatively should permit the flow of Claim Files from insurers to the Fire Victim Trust, it is the
5 Trustee's understanding that neither the Creditors Committee nor the TCC obtained substantial or
6 complete access to the claim-related documents that insurers have in their possession, custody or
7 control. Therefore, for the vast majority of fire victims only incomplete information records was
8 handed over to the Fire Victim Trust on the Effective Date.

9 The Trustee's experience to date is that the insurers and the Wildfire Subrogation Trust are
10 unwilling to voluntarily make claim-related information available to the Fire Victim Trust even
11 though the Trustee needs such information in order to comply with the Plan. The fact that over
12 *seven* months has passed since the entry of the Protective Order, and still, only partial records have
13 been shared, speaks for itself. The Trustee believes that only Court-ordered subpoenas will break-
14 up the intransigence of the insurers as well as the Subrogation Wildfire Trust.

15 **Fire Victim Trust Cannot Make Distributions to Victims Without Information**

16 The Fire Victim Trust is working diligently on many fronts to position itself to be able to
17 make distributions on account of approved Fire Victim Claims in the next few quarters. The
18 holders of Subrogation Wildfire Claims have already received billions of dollars on account of their
19 claims. As described *supra*, the Trustee is required by the Plan and its other governing documents
20 to incorporate available insurance recoveries in making final determinations on Fire Victim Claims.

21 The Trustee **cannot** determine whether insurance is available or has been paid on any
22 individual claim, unless it receives and can analyze non-privileged Claim Files for each insured
23 Fire Victim Claim. Therefore, while the holders of Subrogation Wildfire Claims have been paid,
24 the Trustee will **not** be positioned to make distributions to fire victims on account of approved Fire
25 Victim Claims because of such subrogation claim holders' intransigence. Put simply, there will be
26 no meaningful distributions to fire victims on account of approved Fire Victim Claims **unless** the
27 claim-related information in the possession, custody and control of the holders of Subrogation
28

1 Wildfire Claims, the Subrogation Wildfire Trust and insurance companies is produced in the near
2 future.

3 The Fire Victim Trust is seeking information that insurers are required to provide to their
4 insureds under California law. The Fire Victim Trust will safeguard the information once it is
5 produced so that it is only disclosed to the applicable fire victim, his or her legal counsel, and
6 Trustee Professionals that need to review such information in order for the Trustee to comply with
7 his obligations under the Plan and the Confirmation Order. The existing Protective Order sets forth
8 procedures for this to occur.

9 It is clear to the Trustee that efforts tending toward voluntary production will lead only to
10 further delay and that the insurers may never fully produce the information necessary for the Fire
11 Victim Trust to process claims and compensate victims absent the service of legal process. The
12 purpose of this Motion is to grant the Trustee the authority to issue subpoenas to every insurer that
13 has Claim Files and claims-related documents and the Subrogation Wildfire Trust to compel the
14 production of the insurance information. This information is essential so that fire victims can be
15 compensated in accordance with the Plan.

16 **RELIEF REQUESTED**

17 By this Motion, the Trustee requests entry of an order, pursuant to Bankruptcy Rule 2004:

- 18 a. authorizing the Trustee to serve subpoenas in the form attached
19 hereto as **Exhibit B** (the “**Subpoenas**”) on the Subrogation
20 Wildfire Trust and any insurer (including present or past holders of
21 Subrogation Wildfire Claims) that has Claim Files and claims-
22 related documents for insured fire victims;
- 23 b. providing that, except as otherwise agreed by the Trustee, within
24 fifteen (15) days of service of a Subpoena, the recipient shall be
25 directed to either (i) produce, on a rolling basis, all non-privileged
26 documents responsive to the Subpoena, or (ii) file all objections
27 and/or responses to the Subpoena with this Court.
- 28

1 c. providing that all Claim Files and claims-related documents
2 produced in response to a Subpoena will be processed, treated and
3 held in a manner consistent with the Protective Order.

4 **BASIS FOR RELIEF REQUESTED**

5 Bankruptcy Rule 2004(a) states that on “motion of any party in interest, the court may order
6 the examination of any entity.” Fed. R. Bankr. P. 2004(a). The scope of any examination sought
7 under Bankruptcy Rule 2004(b) may relate to “the acts, conduct, or property or to the liabilities and
8 financial condition of the debtor, or to any matter which may affect the administration of the
9 debtor’s estate, or to the debtor’s right to a discharge.” Fed. R. Bankr. P. 2004(b).

10 The granting of a motion under Bankruptcy Rule 2004 is within the “ultimate discretion” of
11 the Court. *In re Art & Architecture Books of 21st Century*, No. 2:13-BK-14135-RK, 2019 WL
12 9243053, at *6 (Bankr. C.D. Cal. Dec. 6, 2019) (quoting *In re Int’l Fibercom, Inc.*, 283 B.R. 290,
13 292-93 (Bankr. D. Ariz. 2002)). Bankruptcy Rule 2004 allows considerable leeway for all manner
14 of so-called “fishing expedition[s]” if there is a reasonable nexus to the debtor and the
15 administration of the debtor’s case. *See In re Mastro*, 585 B.R. 587, 597 (B.A.P. 9th Cir. 2018)
16 (quoting *In re Subpoena Duces Tecum*, 461 B.R. 823, 829 (Bankr. C.D. Cal. 2011)).

17 Any third party who has a relationship with the debtor may be made subject to a Rule 2004
18 investigation. *See In re Mastro*, 585 B.R. at 597 (citing *In re Fin. Corp. of Am.*, 119 B.R. 728, 733
19 (Bankr. C.D. Cal. 1990)). Liquidating trustees tasked with implementing parts of a confirmed
20 chapter 11 plan post-confirmation can seek authority under Rule 2004 to conduct discovery.
21 *See In re Millennium Lab Holdings II, LLC*, 562 B.R. 614, 625-28 (Bankr. D. Del. 2016) (holding
22 trustee of trusts established under debtors’ confirmed chapter 11 plans entitled to conduct
23 Rule 2004 examination of third parties with knowledge of the circumstances of the debtors’
24 financial collapse).

25 Here, the Trustee requires a complete disclosure of insurance information in order to
26 comply with the Plan. The Trustee cannot make distributions to fire victims on account of
27 approved Fire Victim Claims unless Claim Files and the claim-related information is produced.
28 The Fire Victim Trust is seeking information that insurers are required to provide to their insureds

1 under California law. Under the Protective Order that is already in place, insurance information
2 once produced will only be disclosed to the applicable fire victim, his or her legal counsel, and
3 Trustee Professionals that need to review such information in order for the Trustee to comply with
4 his obligations under the Plan.

5 The Trustee will continue to seek voluntary cooperation and consensual discovery from the
6 insurers and the Subrogation Wildfire Trust. But the Trustee is cognizant that not all parties will
7 cooperate with the Trustee's requests for information. The Trustee intends to issue Subpoenas to
8 compel the production of Claim Files and claims-related documents where it is necessary to obtain
9 such information.

10 The Trustee seeks to established procedures governing the issuance of Subpoenas with
11 notice and an opportunity to object and preserve all substantive rights. The proposed order
12 includes the following procedures: (A) except as otherwise agreed by the Trustee, within fifteen
13 (15) days of service of a Subpoena, the recipient shall be directed to produce, on a rolling basis all
14 non-privileged documents responsive to the Subpoena, or within fifteen (15) days of service of a
15 Subpoena, to file all objections and/or responses to the Subpoena with this Court; and (B) all Claim
16 Files and claims-related documents produced in response to a Subpoena will be processed, treated
17 and held in a manner consistent with the Protective Order.

18 The proposed fifteen (15) day response period is the same amount of time that an insurer
19 would have to produce claims-related documents upon request from an insured under Section 2071
20 of California's Insurance Code. Cal. Ins. Code § 2071. Given the amount of information that the
21 Subrogation Wildfire Claim holders likely collected and produced to the Debtors and the
22 Subrogation Wildfire Trust in connection with their claim filings in the Chapter 11 Cases, this time
23 period is plainly reasonable under the circumstances.

24 **NO PRIOR REQUEST FOR RELIEF**

25 No previous motion for the relief sought herein has been made to this Court under
26 Bankruptcy Rule 2004.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

BROWN RUDNICK LLP

Counsel to the Fire Victim Trustee

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A
PROPOSED ORDER

1 BROWN RUDNICK LLP
David J. Molton (SBN 262075)
2 (DMolton@brownrudnick.com)
Eric R. Goodman (admitted pro hac vice)
3 (EGoodman@brownrudnick.com)
Seven Times Square
4 New York, New York 10036
Telephone: (212) 209-4800
5 Facsimile: (212) 209-4801

6 BROWN RUDNICK LLP
Joel S. Miliband (SBN 077438)
7 (JMiliband@brownrudnick.com)
2211 Michelson Drive, Seventh Floor
8 Irvine, California 92612
Telephone: (949) 752-7100
9 Facsimile: (949) 252-1514

10 *Attorneys for Fire Victim Trustee*

11
12 **UNITED STATES BANKRUPTCY COURT**
13 **NORTHERN DISTRICT OF CALIFORNIA**
14 **SAN FRANCISCO DIVISION**

15 **In re:**

16 **PG&E CORPORATION**

17 **-and-**

18 **PACIFIC GAS AND ELECTRIC**
19 **COMPANY,**

20 **Debtors.**

- 21 ☐ Affects PG&E Corporation
22 ☐ Affects Pacific Gas and Electric Company
23 ☒ Affects both Debtors

24 **All papers shall be filed in the Lead Case,*
25 *No. 19-30088 (DM)*

Bankruptcy Case
No. 19-30088 (DM)

Chapter 11
(Lead Case)
(Jointly Administered)

**ORDER GRANTING EX PARTE
MOTION OF THE FIRE VICTIM
TRUSTEE PURSUANT TO FEDERAL
RULE OF BANKRUPTCY PROCEDURE
2004 FOR ENTRY OF AN ORDER
AUTHORIZING SERVICE OF
SUBPOENAS ON THE SUBROGATION
WILDFIRE TRUST, SUBROGATION
WILDFIRE CLAIMANTS, AND
INSURERS WITH CLAIM FILES**

[No Hearing Required Per L.B.R 2004-1(a)]

1 Upon the Motion, dated November 9, 2019 (the “**Motion**”),⁵ of Honorable John K. Trotter
2 (Ret.), in his capacity as the Fire Victim Trustee (the “**Trustee**”), pursuant to Rule 2004 of the
3 Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and Local Bankruptcy
4 Rule 2004-1(a), for entry of an order authorizing the service of subpoenas on the Subrogation
5 Wildfire Trust, the holders of Subrogation Wildfire Claims, and any insurer that has Claim Files
6 and claims-related documents for insured fire victims; and this Court having jurisdiction to
7 consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, the
8 Order Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges, General Order 24 (N.D.
9 Cal.), and Rule 5011-1(a) of the Bankruptcy Local Rules for the United States District Court for the
10 Northern District of California, Paragraph 18 and Paragraph 78 of the Confirmation Order,
11 Section 6.7 and Section 11.1 of the Plan, and Section 1.6 and Section 8.20 of the Fire Victim Trust
12 Agreement; and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and
13 this Court having reviewed the Motion; the Court having reviewed the proposed form of Subpoena
14 attached to the Motion as Exhibit B; and this Court having determined that the legal and factual
15 bases set forth in the Motion establish just cause for the relief granted therein; and after due
16 deliberation and sufficient cause appearing therefor,

17 **IT IS HEREBY ORDERD THAT:**

- 18 1. The Motion is granted as provided herein.
- 19 2. The Trustee is authorized to serve subpoenas in the form attached to the Motion as
20 **Exhibit B** (the “**Subpoenas**”) on the Subrogation Wildfire Trust and any insurer (including present
21 or past holders of Subrogation Wildfire Claims) that has Claim Files and claims-related documents
22 for insured fire victims;
- 23 3. Except as otherwise agreed by the Trustee, within fifteen (15) days of service of a
24 Subpoena, the recipient shall be directed to either (a) produce, on a rolling basis, all non-privileged
25

26 _____

27 ⁵ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the
28 Motion.

1 documents responsive to the Subpoena, or (b) file all objections and/or responses to the Subpoena
2 with this Court.

3 4. All Claim Files and claims-related documents produced in response to a Subpoena
4 will be processed, treated and held in a manner consistent with the Protective Order [Dkt. Nos.
5 6597 & 6622].

6 5. The Court shall retain jurisdiction to hear and determine all matters arising from or
7 related to the implementation, interpretation, or enforcement of this Order and any Subpoena issued
8 in accordance with this Order.

9 6. This Order is without prejudice to the Trustee's right to file further motions seeking
10 additional documents pursuant to Bankruptcy Rule 2004 or any other applicable law.

11 ** END OF ORDER **

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT B
FORM OF SUBPOENA

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re:

PG&E CORPORATION

-and-

PACIFIC GAS AND ELECTRIC
COMPANY,

Bankruptcy Case
No. 19-30088 (DM)

Chapter 11
(Lead Case)
(Jointly Administered)

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To:

(Name of person to whom this subpoena is directed)

- ☐ *Production:* **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: *See attached **Exhibit 1**.*

Place:

Date and Time:

- ☐ *Inspection of Premises:* **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:

Date and Time:

The following provisions of Fed. R. Civ. P. 45 are attached — Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: _____ *CLERK OF COURT*

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing the PG&E Fire Victim Trust, who issues or requests this subpoena, are:

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

3 **PROOF OF SERVICE**

4 *(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)*

5 I received this subpoena for (name of individual and title, if any) _____
6 on (date) _____.

7 ☐ I served the subpoena by delivering a copy to the name person as follows: _____
8 _____
9 _____ on (date) _____ ; or

10 ☐ I returned the subpoena unexecuted because: _____
11 _____

12 Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
13 tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
14 \$_____.

15 My fees are \$_____ for travel and \$_____ for services, for a total of \$_____.

16 I declare under penalty of perjury that this information is true.

17 Date: _____

18 _____
Server's signature

19 _____
20 Printed name and title

21 _____
22 Server's address

23 Additional information regarding attempted service, etc.:
24
25
26
27
28

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)

(c) Place of Compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information.

These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified.

If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

1 **EXHIBIT 1**

2 **DEFINITIONS**

3 1. The term “**Bankruptcy Court**” shall mean the United States Bankruptcy Court for
4 the Northern District of California.

5 2. The term “**Chapter 11 Cases**” shall mean the chapter 11 cases commenced by
6 PG&E Corporation and Pacific Gas and Electric Company in the Bankruptcy Court, Case
7 No. 19-30088.

8 3. The term “**Chapter 11 Plan**” shall mean the Debtors’ and Shareholder Proponents’
9 Joint Chapter 11 Plan of Reorganization Dated June 19, 2020 [Docket No. 8048] confirmed by
10 order of the Bankruptcy Court in the Chapter 11 Cases.

11 4. The term “**Claim Files**” shall mean claim files containing information relating to
12 insurance coverage, policy limits, insurance claims, reserves, and insurance payments, including,
13 but not limited to, insurance policies, statements of loss, and policy declarations.

14 5. The term “**Claim-Related Documents**” means all documents that relate to the
15 evaluation of damages, including, but not limited to, repair and replacement estimates and bids,
16 appraisals, scopes of loss, drawings, plans, reports, third-party findings on the amount of loss,
17 covered damages, and cost of repairs, and all other valuation, measurement, and loss adjustment
18 calculations of the amount of loss, covered damage, and cost of repairs.

19 6. The term “**Communications**” shall mean all inquiries, discussions, conversations,
20 negotiations, agreements, understandings, meetings, telephone conversations, letters, notes,
21 telegrams, correspondence, memoranda, emails, facsimile transmissions, or other form of verbal,
22 written, mechanical, or electronic disclosure, in Your actual or constructive control or custody or in
23 the control or custody of any current or former affiliates, representatives or advisors.

24 7. The term “**Documents**” shall mean any writings, recordings, electronic files and
25 mails, or photographs, whether original or duplicate, as defined in Federal Rule of Evidence 1001
26 and Federal Rule of Civil Procedure 34(a), inclusively, including (but not limited to) all documents
27 and information in Your possession, custody, or control, and includes: all and any written,
28 recorded, or graphic material, however produced or reproduced, minutes, summaries, memoranda,

1 transcripts, tapes, or other voice recordings, and all other documents and tangible things, including
2 booklets, brochures, pamphlets, circulars, notices, periodicals, papers, records, contracts,
3 agreements, photographs, minutes, memoranda, messages, appraisals, analyses, reports, files,
4 interoffice memoranda, or interoffice communications of any description, calculations, invoices,
5 accounting entries, diary entries, calendars, inventory sheets, ledgers, correspondence, emails,
6 phone recordings, instant messages, text messages, telegrams, advertisements, press releases, notes,
7 letters, diaries, working papers, schedules, projections, graphs, charts, films, tapes, print-outs, and
8 all other data, whether recorded by electronic or other means, and all drafts thereof. If a Document
9 was prepared in several copies, or if additional copies were thereafter made, and if any such copies
10 are not identical in all respects or are no longer identical by reason of subsequent notation or
11 modification of any kind whatsoever, including notes on the front or back, in the margins, or on
12 any of the pages thereof, then each such non-identical copy is a separate Document and must be
13 produced. When examples of categories or types of Documents are given in a particular Request
14 by use of phrases such as “including,” this shall always be interpreted as being for illustrative
15 purposes only (i.e., to be understood as “including without limitation”) and in no way limits or
16 narrows the scope of any Request. “Documents” always includes Communications, whether so
17 stated in a particular Request or not.

18 8. The term “**Fire Victim Trust**” shall have the same meaning as that term is used in
19 the Chapter 11 Plan.

20 9. The term “**Fires**” shall have the same meaning as that term is used in the Chapter 11
21 Plan.

22 10. The term “**Insured Fire Victim**” shall mean a person or entity covered by insurance
23 who suffered a loss arising from one of the Fires and filed a Proof of Claim in the Chapter 11 Cases
24 on or before December 31, 2019.

25 11. The term “**Subrogation Wildfire Claim**” shall have the same meaning as that term
26 is used in the Chapter 11 Plan.

1 **INSTRUCTIONS**

2 1. These Requests are continuing in nature, so as to require supplemental responses
3 and productions if further documents are identified, or information is obtained, between the time
4 answers are served and the time the Fire Victim Trust is terminated.

5 2. Produce all Documents and all other materials described below in Your actual or
6 constructive possession, custody, or control, including in the possession, custody, or control of
7 current or former employees, officers, directors, agents, agents' representatives, consultants,
8 contractors, vendors, or any fiduciary or other third parties, wherever those Documents and
9 materials are maintained, including on personal computers, PDAs, wireless devices, or web-based
10 email systems such as Gmail, Yahoo, etc.

11 3. You must produce all Documents in Your possession, custody, or control, whether
12 maintained in electronic or paper form and whether located on hardware owned and maintained by
13 You or hardware owned and/or maintained by a third party that stores data on Your behalf. You
14 must produce all such Documents even if they were deleted or in draft form. Without limitation,
15 hardware where such data may be stored includes: servers; desktop, laptop, or tablet computers;
16 cell and smart phones; PDA devices; scanners, fax machines, and copying machines; and mobile
17 storage devices, such as thumb or external hard drives. Electronically stored Documents include
18 any computerized data or content stored on electromagnetic media. Without limitation, types of
19 electronically stored Documents include email, voicemail, instant messages, intranet and internet
20 system data, telephone and cellular telephone calling records, data compilations, spreadsheets,
21 word processing Documents, images, databases, digital photocopier memory, and any other
22 information stored in memory storage devices.

23 4. Produce the original or duplicate, as such terms are defined by Rule 1001 of the
24 Federal Rules of Evidence, of each Document requested together with all non-identical copies and
25 drafts of that Document. If a duplicate is produced, it should be legible and bound or stapled in the
26 same manner as the original.

27 5. Documents not otherwise responsive to these Requests should be produced: (i) if
28 such Documents mention, discuss, refer to, explain, or concern one or more Documents that are

1 called for by these Requests; (ii) if such Documents are attached to, enclosed with, or accompany
2 Documents called for by these Requests; or (iii) if such Documents constitute routing slips,
3 transmittal memoranda or letters, comments, evaluations, or similar materials.

4 6. Documents attached to each other should not be separated; separate Documents
5 should not be attached to each other.

6 7. Documents should include all exhibits, appendices, linked Documents, or otherwise
7 appended Documents that are referenced in, attached to, included with, or are a part of the
8 requested Documents.

9 8. If any Document, or any part thereof, is not produced based on a claim of attorney-
10 client privilege, work-product protection, or any other privilege, then in answer to such Request or
11 part thereof, for each such Document, You must:

- 12 a. Identify the type, title and subject matter of the Document;
- 13 b. State the place, date, and manner of preparation of the Document;
- 14 c. Identify all authors, addressees, and recipients of the Document, including
15 information about such persons to assess the privilege asserted; and
- 16 d. Identify the legal privilege(s) and the factual basis for the claim.

17 9. Documents should not contain redactions unless such redactions are made to protect
18 information subject to the attorney-client privilege and/or work-product doctrine. In the event any
19 Documents are produced with redactions, a log setting forth the information requested in
20 Instruction 8 above must be provided.

21 10. To the extent a Document sought herein was at one time, but is no longer, in Your
22 actual or constructive possession, custody, or control, state whether it: (i) is missing or lost; (ii) has
23 been destroyed; (iii) has been transferred to others; and/or (iv) has been otherwise disposed of. In
24 each instance, identify the Document, state the time period during which it was maintained, state
25 the circumstance and date surrounding authorization for such disposition, identify each person
26 having knowledge of the circumstances of the disposition, and identify each person who had
27 possession, custody, or control of the Document. Documents prepared prior to, but which relate or
28 refer to, the time period covered by these Requests are to be identified and produced.

1 11. Provide a privilege log relating to Your responses to each of these Requests which
2 You are withholding on the basis of privilege. The privilege log must list the Document or
3 information withheld and the legal basis for withholding that information.

4 12. Unless otherwise specified, the time period covered by these Requests for
5 Production is from September 9, 2015 to the present.

6 **MANNER OF PRODUCTION**

7 1. All Documents produced to the Fire Victim Trust shall be provided in either native
8 file (“native”) or single-page 300 dpi-resolution group IV TIF format (“tiff”) format as specified
9 below, along with appropriately formatted industry-standard database load files and accompanied
10 by true and correct copies or representations of unaltered attendant metadata. Where Documents
11 are produced in tiff format, each Document shall be produced along with a multi-page, Document-
12 level searchable text file (“searchable text”) as rendered by an industry-standard text extraction
13 program in the case of electronic originals, or by an industry-standard Optical Character
14 Recognition (“ocr”) program in the case of scanned paper Documents. Searchable text of
15 Documents shall not be produced as fielded data within the “.dat file” as described below.

16 2. Database Load Files and Production Media Structure: Database load files shall
17 consist of: (i) a comma-delimited values (“.dat”) file containing: production Document identifier
18 information, data designed to preserve “parent and child” relationships within Document
19 “families,” reasonably accessible and properly preserved metadata (or bibliographic coding in the
20 case of paper Documents), custodian or Document source information; and (ii) an Opticon (“.opt”)
21 file to facilitate the loading of tiff images. Load files should be provided in a root-level folder
22 named “Data,” images shall be provided within a root level “Images” folder containing reasonably
23 structured subfolders, and searchable text files shall be provided in a single root-level “Text”
24 folder.

25 3. Electronic Documents and Data, Generally: Documents and other responsive data
26 or materials created, stored, or displayed on electronic or electro-magnetic media shall be produced
27 in the order in which the Documents are or were stored in the ordinary course of business,
28 including all reasonably accessible metadata, custodian or Document source information, and

1 searchable text as to allow the Fire Victim Trust, through a reasonable and modest effort, to fairly,
2 accurately, and completely access, search, display, comprehend, and assess the Documents' true
3 and original content.

4 4. Emails and Attachments, and Other Email Account-Related Documents: All
5 Documents and accompanying metadata created and/or stored in the ordinary course of business
6 within commercial, off-the-shelf email systems including but not limited to Microsoft Exchange™,
7 Lotus Notes™, or Novell Groupwise™ shall be produced in tiff format, accompanying metadata,
8 and searchable text files or, alternately, in a format that fairly, accurately, and completely
9 represents each Document in such a manner as to make the Document(s) reasonably useable,
10 manageable, and comprehensible by the Fire Victim Trust.

11 5. Documents and Data Created or Stored in or by Structured Electronic Databases:
12 With the exclusion of email and email account-related Documents and data, all Documents and
13 accompanying metadata created and/or stored in structured electronic databases or files shall be
14 produced in a format that enables the Fire Victim Trust to reasonably manage and import those
15 Documents into a useable, coherent database. Documents must be accompanied by reasonably
16 detailed documentation explaining the Documents' content and format including but not limited to
17 data dictionaries and diagrams. Some acceptable formats, if and only if provided with definitive
18 file(s), table(s), and field level schemas include:

- 19 a. XML format file(s);
- 20 b. Microsoft SQL database(s);
- 21 c. Access database(s); and/or
- 22 d. fixed or variable length ASCII delimited files.

23 6. Spreadsheets, Multimedia, and Non-Standard File Types: All Documents generated
24 or stored in software such as Microsoft Excel or other commercially available spreadsheet
25 programs, as well as any multimedia files such as audio or video, shall be produced in their native
26 format, along with an accompanying placeholder image in tiff format indicating a native file has
27 been produced. A "Nativelink" entry shall be included in the .dat load file indicating the relative
28 file path to each native file on the production media. To the extent You have other file types that

1 do not readily or easily and accurately convert to tiff and searchable text, You may elect to produce
2 those files in native format subject to the other requirements listed herein. Native files may be
3 produced within a separate root-level folder structure on deliverable media entitled "Natives."

4 7. "Other" Electronic Documents: All other Documents and accompanying metadata
5 and embedded data created or stored in unstructured files generated by commercially available
6 software systems (excluding emails, structured electronic databases, spreadsheets, or multimedia)
7 such as, but not limited to, word processing files (such as Microsoft Word), image files (such as
8 Adobe .pdf files and other formats), and text files shall be produced in tiff and searchable text
9 format in the order the files are or were stored in the ordinary course of business.

10 8. Paper Documents: Documents originally created or stored on paper shall be
11 produced in tiff format. Relationships between Documents shall be identified within the Relativity
12 .dat file utilizing document identifier numbers to express parent Document/child attachment
13 boundaries, folder boundaries, and other groupings. In addition, the searchable text of each
14 Document shall be provided as a multi-page text file as provided for by these Requests for
15 Production.

16 **DOCUMENT REQUESTS**

17 **REQUEST NUMBER 1:**

18 Claim Files for all Insured Fire Victims.
19

20 **REQUEST NUMBER 2:**

21 Claim-Related Documents for all Insured Fire Victims.
22

23 **REQUEST NUMBER 3:**

24 Documents that record, reflect, or show payments made to Insured Fire Victims.
25

26 **REQUEST NUMBER 4:**

27 Documents that record, reflect, or show reserves for future payments and policy limits for
28 Insured Fire Victims.